the stock is to be tested, not by the good faith of the seller, but upon the unknown financial condition of the buyer. The rule on this subject was clearly stated in the passage which has already been excerpted from *Bowden* v. *Johnson*, (107 U. S. 251,) where in declining to follow the English rule upholding a real or out and out sale, even if the purpose was to avoid impending liability, the court said that "the transfer must not be to a person known to be irresponsible and collusively made, with the intent of escaping liability and defeating the rights given by the statute to creditors," a principle which has been since expressly reiterated in *Matteson* v. *Dent*, (176 U. S. 521, 531.) Here again support for the proposition is sought to be derived from the concluding sentence in the passage from the opinion in *Stuart* v. *Hayden*. But in any event the observation relied upon was not essential for the decision of the case of *Stuart* v. *Hayden*, and moreover its meaning is clearly shown by the context of the opinion in which the difference between the American and English rule is pointed out. When this is borne in mind it will be seen that the expression in *Stuart* v. *Hayden* referred to but stated that difference, and, being taken in connection with other clauses of the opinion in that case, must be understood as implying that a real or out and out transfer would not be adequate to relieve the seller from his liability as a stockholder if the sale was made by him to escape his impending liability and to a person whom he knew, or had reason to know, was financially irresponsible. As the views hitherto expressed are conclusive of the meaning of the act of Congress, we deem it unnecessary to refer to the many cases from State courts of last resort construing State statutes referred to in the argument.

Affirmed.

True copy.

Test:

Clerk Supreme Court, U. S.